

FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT

THIS FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT ("Amended Agreement") is executed as of July 1, 2013 ("Effective Date"), between **THE DAYTON INDEPENDENT SCHOOLS BOARD OF EDUCATION** ("BOARD") and **JAY BREWER** ("SUPERINTENDENT").

WHEREAS, the parties entered into a Contract Employing Superintendent ("Agreement") on May 14, 2012;

WHEREAS, following the execution of the Agreement budget issues have arisen in the School District necessitating the reduction of working days of all certified staff;

WHEREAS, the parties believe that any reduction of working days which are applied to the certified staff should also be applied to the SUPERINTENDENT;


NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the parties hereby agree as follows:

1. Section 4 of the Agreement is hereby amended to read as follows:


2. COMPENSATION

The salary for serving as superintendent shall be One Hundred Twenty Four Thousand Six Hundred Seventy Eight and 67/100 (\$124,678.67) dollars per school year. The salary shall be paid in equal and regular installments on the same dates administrators who work twelve (12) months are paid. The SUPERINTENDENT shall receive the same increase of salary for each year that the certified staff receives and his salary shall increase as he proceeds through the salary schedule by rank and experience.

The BOARD based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this AGREEMENT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above. Any such adjustment of salary made during the term of this AGREEMENT shall be in the form of an amendment to this AGREEMENT, but shall not be deemed that the BOARD and SUPERINTENDENT have entered into a new AGREEMENT, nor shall it be deemed that the termination date of the existing AGREEMENT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that such increase shall occur. The BOARD shall conduct an evaluation of the SUPERINTENDENT. The BOARD shall devote a



R.S.



J.B.

portion of one meeting to an evaluation of the SUPERINTENDENT's performance and to a discussion of the working relationship between the SUPERINTENDENT and the BOARD. The evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the District. The SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment.

2. Section 5a. of the Agreement is hereby amended to read as follows:


- a. Working Days – It is understood and agreed that each school year from July 1 through June 30 during the term of this agreement, the SUPERINTENDENT shall engage 241 working days. The parties acknowledge that there are 260 (52 x 5) working days in one year. In addition to the 19 (260 – 241) days of leave which the SUPERINTENDENT is entitled to, the SUPERINTENDENT shall also be entitled to an additional 10 days of vacation. In the event that the SUPERINTENDENT does not utilize one or more of his 10 vacation days, such unused days shall be added to the next school years vacation days. In the event this agreement is terminated under paragraph 6 of this agreement, then the SUPERINTENDENT shall receive a sum of pay from the BOARD equal to Five Hundred Seventeen and 34/100 (\$517.34) dollars per unused vacation day. The BOARD shall establish an annual work calendar for the SUPERINTENDENT during the month of June for each following year and such calendar shall designate the non-work days associated with this AGREEMENT.

3. Section 5b. of the Agreement is hereby amended to read as follows:


- b. Leaves – The SUPERINTENDENT shall accrue all leave days as authorized by BOARD policy for certified employees. In the event the SUPERINTENDENT utilizes any sick leave, whether less or more than one day, the SUPERINTENDENT shall notify each member of the BOARD via electronic mail within 24 hours after utilizing such sick leave or as soon as is practicable for the SUPERINTENDENT. In the event the SUPERINTENDENT utilizes any annual leave for a scheduled contract workday, whether less or more than one day, the SUPERINTENDENT shall notify each member of the BOARD via electronic mail within 24 hours after utilizing such annual leave.

4. In all other respects the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, this Amended Agreement has been executed by the parties hereto on the day and year first above written.



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In TESTIMONY THEREOF, the BOARD AND SUPERINTENDENT have caused this FIRST AMENDMENT TO CONTRACT EMPLOYING SUPERINTENDENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

DAYTON INDEPENDENT BOARD OF EDUCATION

BY: Rosann Sharon
ROSANN SHARON, CHAIRPERSON

ATTEST:

Patricia Gosney
PATRICIA GOSNEY, FINANCIAL OFFICER

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the above named Chairperson of the Dayton Independent Schools Board of Education, Rosann Sharon, on this 24th day of July, 2013.

[Signature]
NOTARY PUBLIC - State at Large
My Commission expires: 8-11-2015

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SIGNED before me a Notary Public by the above named Financial Officer of the Dayton Independent Schools Board of Education, Patricia Gosney, on this 24th day of July, 2013.

[Signature]
NOTARY PUBLIC - State at Large
My Commission expires: 8-11-2015

[Signature]
JAY BREWER, SUPERINTENDENT

COMMONWEALTH OF KENTUCKY
COUNTY OF CAMPBELL, SS

SWORN AND SUBSCRIBED TO AND INITIALED before me a Notary Public by the
above named Jay Brewer on this 24th day of July, 2013.


NOTARY PUBLIC - State at Large
My Commission expires: 8-11-2015